

**RESTRICTIVE COVENANTS**

The following restrictive covenants shall apply to all of the land in the First Addition Germanwood Estates Subdivision as shown on the plat, located in Section 28, Township 1 South, Range 6 West, DeSoto County, Mississippi.

1. No lot shall be used for any purpose other than single family residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one building, a private garage for not more than three vehicles and separate detached buildings incidental to residential use. Two or more lots may be combined for use as one lot and in such case the interior lot lines may be disregarded and the existing platted utility easements (unless in use) will be automatically revoked. In the event such lots are combined under one ownership for use as a single lot, no part of the combined lot may be sold or conveyed, except to the original site of the lots before being combined. No single lot may be subdivided into two or more lots for the purpose of building another dwelling.
2. All dwellings or other structures on the lots must be in compliance with the requirements of the DeSoto County Planning Commission, or their successors.
3. No structure of a temporary nature such as trailers, basements, tents, sheds, garage, barn, motor homes, or other outbuildings shall at any time be used, either temporarily or permanently, as a residence.
4. No noxious or offensive trade or activity may be carried on upon any lot nor shall anything be done thereon which may be, or become a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on upon any lot. All lots and houses are to be for residential use only.
5. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat.
6. No shell-type or modular-type home will be permitted or erected in this subdivision. All houses must be new construction. No house may be moved into the subdivision from another area except by the written permission of the developer, AMPCO, Inc.
7. No building shall be permitted on any lot where the heated area of the main structure, exclusive of open porches and garages, is less than 2,000 square feet for one-story dwelling and for one and one-half and two-story not less than 2,000 square feet with a minimum ground floor heated area of 1,600 square feet. Total area under roof must be a minimum of 2,400 square feet.
8. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or lease, or customary signs used by a builder to advertise the property during the construction and sale.
9. No buildings may be located nearer than twenty feet to any side lot lines nor nearer than sixty feet from the front and rear lot lines, except that lots 17, 18, and 19 may have fifteen feet side lot lines.
10. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot, except that dogs, cats, ponies, and horses may be kept in a limited number and manner for personal use and enjoyment only. No livestock shall be kept for any type commercial use or activity within the subdivision. Appropriate buildings and enclosures for such animals or pets must be provided. Ponies and horses shall be limited to a combined total of not more than two per acre of land. No hogs, cattle, chickens, or goats are to be kept on any lot.
11. Trash, garbage and other waste or rubbish shall be kept in sanitary containers, provided specifically for these purposes. All equipment for the storage or disposal of such materials shall be approved by the County and shall be kept in a clean, screened, sanitary and orderly condition.
12. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan, showing the location of such building, shall have been approved in writing as to conformity and harmony with existing structures in this subdivision and as to location of building with respect to topography and finished ground elevation by AMPCO, Inc. Development Company, or by a representative duly appointed by said company. In the event that said company or its designated representative fails to approve or disapprove such designs and location within a period of thirty (30) days after said plans and specifications have been submitted to them, or if no litigation to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. Neither the members of the company, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the company, and its designated representative, shall cease on and after January 1, 2009; thereafter, the approval described in this covenant shall not be required unless, prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by the committee.
13. No vehicle of any kind shall be kept in the subdivision unless it displays a current license plate and current inspection sticker, except for tractors used for property maintenance only. No junk cars or trucks or any mechanical devices that are visually in need of major repair shall be kept on any lot at any time for any purpose. Any junk car or truck or mechanical device that is kept within the right of way of the existing street shall be subject to removal by the proper authorities without the permission of the owner.
14. No cyclone or wire fences shall be erected on any portion of the front yard of any lot or the side yard of any corner lot fronting on a street. Any fences facing a street shall not be cyclone or wire type fences. Decorative type fences less than three feet in height may be located within a yard adjoining a public street but no closer than ten (10) feet to the street right of way.
15. Construction of any dwelling shall be completed within twelve (12) months from commencement of construction.
16. These covenants, restrictions, and limitations are to run with the land and shall be binding upon all parties and all persons claiming under them until December 31, 2009, at which time said covenants, limitations and restrictions shall automatically extend for successive ten-year periods unless by a vote of the majority of the then owners of lots in this subdivision, it is agreed to change said covenants in whole or part.

17. These covenants, restrictions, and limitations, or any of them, may be amended only by instrument executed by the developer, AMPCO, Inc., Development Company, or by the owners, as the case may be, of at least 75% of the lots in the subdivision, including any additions thereto.

18. No oil drilling, oil development operations, refining, gravel mining, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, gravel excavation or shafts be permitted upon or in any lot.

**OWNERS CERTIFICATE**

We, AMPCO, Inc., owners of the property hereon, hereby adopt this as our plan of subdivision and dedicate the right-of-way for the roads as shown on the plat of the subdivision to the public use forever and reserve for the public utilities the utility easements shown on the plat. We certify that we are the owners in fee simple of the property and that no taxes have become due and payable. This the 8<sup>th</sup> day of DEC. 1985.

*Thomas Mulroy*  
THOMAS MULROY, PRESIDENT

*Thomas T. Bridger*  
TOM BRIDGER, SECRETARY-TREASURER

**NOTARY'S CERTIFICATE**

State of Tennessee, County of Shelby.  
This day personally appeared before me the undersigned authority in and for the said County and State, THOMAS MULROY and TOM BRIDGER, who acknowledged that they signed and delivered the foregoing plat for the purpose therein mentioned. Given under my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 1984.  
My Commission expires: \_\_\_\_\_  
Notary Public

**MUNICIPAL CERTIFICATE**

WE, THE UNDERSIGNED MAYORS OF THE FORESAID SHOWN HEREIN, HEREBY ADOPT THIS AS A PLAN OF SECOND ADDITION GERMANWOOD ESTATES SUBDIVISION AND DEDICATE THE STREETS AS SHOWN TO THE PUBLIC USE FOREVER. WE HEREBY CERTIFY THAT WE ARE THE MAYORS OF THE SAID CITIES AND THAT SAID PROPERTY IS NOT INCUMBED BY ANY TAXES WHICH HAVE BECOME DUE AND PAYABLE.

STATE OF MISSISSIPPI, COUNTY OF DESOTO.  
BEFORE ME, A NOTARY PUBLIC IN AND FOR THE SAID STATE AND COUNTY AT DESOTO, MISSISSIPPI, THIS \_\_\_\_\_ day of \_\_\_\_\_, 1985, appeared \_\_\_\_\_, Mayor of the City of Olive Branch, Mississippi, and \_\_\_\_\_, Mayor of the City of DeSoto, Mississippi, who acknowledged that they signed and delivered the foregoing plat for the purpose therein mentioned. Given under my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 1985.  
Notary Public

I hereby certify that the subdivision plat shown hereon was filed for record in my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_, 1985, and was immediately entered upon the proper index and duly recorded in plat book number \_\_\_\_\_, page \_\_\_\_\_.

*H. H. Ferguson*  
Chancery Court Clerk

**CERTIFICATE OF SURVEY**

This is to certify that I have drawn the plat from a survey by Harry Fulton & Associates, and from deeds of record and that the plat represents the information and that it is true and correct.

*Frank P. Palumbo, Jr.*  
Frank P. Palumbo, Jr., P.E., M.D., Lic. #7311

Approved by the Olive Branch Planning Commission on the 28<sup>th</sup> day of November, 1985.

*John Young*  
Planning Commission Official

Approved by the Mayor and the Board of Aldermen of the City of Olive Branch, DeSoto County Mississippi on the 3<sup>rd</sup> day of November, 1985.

*Hilton Nichols*  
Hilton Nichols, Mayor

**STATE OF MISSISSIPPI, COUNTY OF DESOTO**

I hereby certify that the subdivision plat shown hereon was filed for record in my office at 2:30 o'clock PM on the 18<sup>th</sup> day of Dec. 1985 and was immediately entered upon the proper index and duly recorded in plat book \_\_\_\_\_, page 37734.

*H. H. Ferguson*  
Chancery Court Clerk



## SECOND ADDITION GERMANWOOD ESTATES

DeSoto County, Mississippi  
DEVELOPER: AMPCO, INC.  
ENGINEER: FRANK P. PALUMBO & ASSOCIATES  
PLAT NO. 46790  
DATE OF RECORDATION: 12/18/85  
RECORDATION BOOK: 37734

